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Attorneys for Jerry Namba, Chapter 7 Trustee

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
NORTHERN DIVISION

In re
SUPER98, LLC,
Debtor

Case No. 9:18-bk-12079-DS

Chapter 7

**TRUSTEE'S NOTICE OF OBJECTION
AND OBJECTION TO PROOF OF
CLAIM NO. 15 FILED BY SANDRA K.
MCBETH, TRUSTEE; MEMORANDUM
OF POINTS AND AUTHORITIES,
REQUEST FOR JUDICIAL NOTICE AND
DECLARATIONS OF ERIC P. ISRAEL
AND JERRY NAMBA IN SUPPORT
THEREOF**

Date: February 14, 2023
Time: 11:30 a.m.
Ctrm.: Courtroom 201
1415 State Street
Santa Barbara, California

PLEASE TAKE NOTICE that on February 14, 2023, at 11:30 a.m., in Courtroom 201,
located at 1415 State Street in Santa Barbara, California, Jerry Namba, Chapter 7 trustee (the
"Trustee") for the estate of Super98, LLC (the "Debtor") will and hereby does move (the
"Objection") the Court for an order subordinating the following proof of claim:

Claim No. / Exhibit No.	Claimant Name	Claim Amount	Filing Date
15	Sandra K. McBeth, Chapter 7 Trustee for Walter W. Knauss	\$1,513,000.00	July 21, 2020

The above described claim is hereinafter referred to as the “Claim” and the above described claimant is hereinafter referred to as the “Claimant.” The Trustee objects to the Claim on the grounds that, to the extent the documents evidence a claim, the Claim is tardily filed, and should be subordinated to timely-filed claims pursuant to 11 U.S.C. § 726(a)(3).

PLEASE TAKE FURTHER NOTICE that the Objection is based upon this notice of objection and Objection to Claim, its accompanying memorandum of points and authorities, request for judicial notice and declarations of Eric P. Israel and Jerry Namba, all pleadings and records on file in this case, and such oral or written evidence as may be properly presented to the Court at or before the time of the hearing. For further information concerning the Objection, you may contact undersigned counsel for the Trustee.

PLEASE TAKE FURTHER NOTICE that, pursuant to Local Bankruptcy Rule 3007-1(b)(3)(A), any party seeking to respond to the objections must, no later than fourteen (14) calendar days prior to the hearing date, file a response in writing with the Clerk of the Bankruptcy Court and serve a copy of the same upon the Trustee’s counsel at 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067-6006, and upon the Office of the United States Trustee at 915 Wilshire Boulevard, Suite 1850, Los Angeles, CA 90017. Pursuant to Local Bankruptcy Rule 3007-1(b)(3)(B), the failure to follow this procedure may be deemed by the Court as consent to the relief requested in the objection without further notice or hearing.

DATED: January 13, 2023

DANNING, GILL, ISRAEL & KRASNOFF, LLP

By: /s/ Alphamorlai L. Kebeh
ALPHAMORLAI L. KEBEH
Attorneys for Jerry Namba, Chapter 7 Trustee

MEMORANDUM OF POINTS AND AUTHORITIES

I.

FACTUAL BACKGROUND

A. The Super98 Bankruptcy Background

On or about December 17, 2018 (the “Petition Date”), an involuntary petition for relief (the “Petition”) was filed against Super98, LLC (the “Debtor” or “Super98”) under Chapter 7 of the title 11 of the United States Code (the “Code”). On or about February 8, 2019, the Court entered an order for relief in the Case. Jerry Namba subsequently accepted appointment as the Chapter 7 trustee (the “Trustee”) for the Debtor’s estate and continues to serve in that capacity.

The deadline to file a proof of claim in the case was May 9, 2019. Pursuant to Local Bankruptcy Rule 30017-1(c)(4), copies of the notice of bar date and proof of service of the notice of bar date are attached to the Request for Judicial Notice as Exhibits “1” and “2”, respectively. There is no bar date order on the docket.

B. Walter Knauss’ Involvement in the Super98 Bankruptcy

Walter Knauss was one of the Debtor’s officers. Knauss was one of the parties contributing to the filing of schedules in the Debtor’s case, as detailed below.

On or about February 18, 2019, Kevin Sullivan, the Debtor’s attorney, sent a letter to the Trustee regarding the list of debts of the Super98 bankruptcy case (the “Letter”). In the Letter, Mr. Sullivan informed the Trustee that the list of the Debtor’s creditors was being prepared by Walter Knauss, a member of the Debtor and its accountant at the time. The initial compilation of the Debtor’s schedules (the “Initial Schedules”) lists Walter Knauss as a creditor of the Debtor’s estate with respect to three separate claims. Copies of the Letter and the Initial Schedules are attached to the declaration of Eric P. Israel as Exhibits “3” and “4”, respectively. Although Walter Knauss was not served with notice of the claims bar date, he was clearly aware of the bankruptcy filing from its inception and indeed was actively involved in preparing its schedules.

C. The Knauss Bankruptcy

On or about December 10, 2019, Walter W. Knauss filed a voluntary petition for relief under Chapter 7 of title 11 of the United States Bankruptcy Code. Knauss’ bankruptcy case was

1 assigned case no. 9:19-bk-12036-DS and is pending in the Northern Division of the United States
2 Bankruptcy Court for the Central District of California (the “Knauss Case”). On his schedules,
3 Knauss listed as one of his assets a claim against the Debtor. Knauss Case, docket no. 1, page 21.

4 On or about December 23, 2019, Sandra K. McBeth (“McBeth”, or the “Knauss Trustee”)
5 accepted appointment as the Chapter 7 trustee for the Knauss estate and continues to serve in that
6 capacity .

7 On or about February 14, 2020, the Trustee filed claim no. 5 in the Knauss Case, alleging
8 an unsecured claim in the amount of \$3,800,000 (the “Trustee’s Claim”). The Trustee’s claim
9 includes claims for relief under section 550(a)(1), as well as indemnity and contribution. Id.

10 **D. The Claim**

11 In the Debtor’s Schedule E/F filed on or about March 25, 2019, the Debtor lists Walter K.
12 Knauss as the holder of three separate claims in the amounts of \$1,330,750, \$1,747,774.29, and
13 \$295,569.81. On or about July 21, 2020, McBeth filed claim no. 15 in the Case as an unsecured
14 claim in the amount of \$1,513,000.00 (the “Claim”) based on a promissory note. Exhibit “15” to
15 the Request for Judicial Notice.

16 **II.**

17 **OBJECTIONS AND RELIEF REQUESTED**

18 **A. The Claim Submission is Untimely and Should be Subordinated**

19 When a creditor files a proof of claim executed in accordance with the Bankruptcy Code
20 and the Federal Rules of Bankruptcy Procedure, such claim is deemed allowed unless the debtor or
21 a party in interest objects. 11 U.S.C. § 502(a). A claim is not allowable if it is an untimely claim.
22 Under 11 U.S.C. § 502(b), “after notice and a hearing,” the Court

23 shall determine the amount of such claim in lawful currency of the
24 United States as of the date of the filing of the petition, and shall
25 allow such claim in such amount, except to the extent that...(9) proof
of such claim is not timely filed...

26 Federal Rule of Bankruptcy Procedure 3002 states, in relevant part, “In an involuntary
27 chapter 7 case, a proof of claim is timely filed if it is filed not later than 90 days after the order for
28 relief under that chapter is entered.”

1 Walter Knauss was an officer and actively participated in the preparation of the Debtor's
2 schedules. As an individual who was deeply involved in the compilation of the Debtor's claims
3 before the bar date of May 9, 2019, and a self-disclosed creditor, Mr. Knauss likely had notice or
4 actual knowledge of the case in time to file a claim before the claims bar date. By the time the
5 Knauss Trustee's case was filed, the bar date had long since passed. She filed the Claim on July
6 21, 2020, over a year after the passage of the claims bar date. Thus, the Claim is untimely and
7 should be subordinated to timely-filed claims pursuant to 11 U.S.C. § 726(a)(3).

8 **III.**

9 **RESERVATION OF RIGHTS**

10 To the extent that this Objection is overruled with respect to any particular basis set forth
11 herein, the Trustee reserves all rights to object to the Claim on grounds not set forth in this
12 Objection, including, without limitation, the use of documentation or evidence not included with
13 the Claim. To the extent that the Claimant raises any legal or factual grounds in support of the
14 Claim which were not set forth in the Claim, the Trustee reserves the right to object on such other
15 and further grounds.

16 **IV.**

17 **CONCLUSION**

18 Based upon the foregoing, the Trustee respectfully requests that the Court subordinate the
19 Claim to timely-filed claims pursuant to sections 502(b)(9) and 726(a)(3) of the Bankruptcy Code.
20 The Trustee further requests all other and further relief as the Court deems just and proper.

21
22 DATED: January 13, 2023

DANNING, GILL, ISRAEL & KRASNOFF, LLP

23
24 By: /s/ Alphamorlai L. Kebeh

ALPHAMORLAI L. KEBEH

Attorneys for Jerry Namba, Chapter 7 Trustee

REQUEST FOR JUDICIAL NOTICE

Jerry Namba, the Chapter 7 trustee (the “Trustee”) for the estate of Super98, LLC (the “Debtor”) hereby respectfully requests that the Court take judicial notice of the following facts:

A. Debtor’s Bankruptcy Case

1. On or about December 17, 2018 (the “Petition Date”), an involuntary petition for relief (the “Petition”) was filed against Super98, LLC (the “Debtor” or “Super98”) under Chapter 7 of the title 11 of the United States Code (the “Code”). On or about February 8, 2019, the Court entered an order for relief in the Case. Jerry Namba subsequently accepted appointment as the Chapter 7 trustee for the Debtor’s estate and continues to serve in that capacity.

2. On February 14, 2019, a notice of the proof of claim deadline was filed on the Case’s docket.

3. On February 15, 2019, an additional notice of the proof of claim deadline was filed on the Case’s docket.

4. The deadline to file claims in the Case was May 9, 2019.

B. Knauss Bankruptcy Case

5. The Debtor’s Schedule E/F was filed in the Case on or about March 25, 2019. Knauss was listed as a creditor.

6. On or about December 10, 2019, Walter W. Knauss filed a voluntary petition for relief under Chapter 7 of title 11 of the United States Bankruptcy Code, commencing case No. 9:19-bk-12036-DS (the “Knauss Case”).

7. On or about December 23, 2019, the Court entered an order whereby Sandra K. McBeth accepted appointment as the interim Chapter 7 trustee for the Knauss Case (“McBeth”).

8. On or about February 14, 2020, the Trustee filed claim no. 5 in the Knauss Case, alleging an unsecured claim in the amount of \$3,800,000 (the “Trustee’s Claim”).

9. On or about July 21, 2020, McBeth filed claim no. 15 in the Case as an unsecured claim in the amount of \$1,513,000.00. A true and correct copy of claim no. 15 is attached hereto as Exhibit “15”.

1 C. **Other Matters**

2 10. Pursuant to Local Bankruptcy Rule 30017-1(c)(4), the notice of bar date and proof
3 of service of the notice of bar date are attached hereto as Exhibits “1” and “2”, respectively.
4

5 DATED: January 13, 2023

DANNING, GILL, ISRAEL & KRASNOFF, LLP

6
7 By: /s/ Alphamorlai L. Kebeh
8 ALPHAMORLAI L. KEBEH
9 Attorneys for Jerry Namba, Chapter 7 Trustee
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DECLARATION OF ERIC P. ISRAEL

I, Eric P. Israel, declare as follows:

1. I am an attorney licensed to practice in the State of California and authorized to appear before this Court. I am the principal of a professional corporation which is a partner in Danning, Gill, Israel & Krasnoff, LLP, general counsel to Jerry Namba, the trustee (the "Trustee") for the estate of Super98, LLC (the "Debtor").

2. I have personal knowledge of the facts in this declaration, except those facts stated upon information and belief, and as to those facts, I believe such facts to be true. If called as a witness, I could testify competently to these facts.

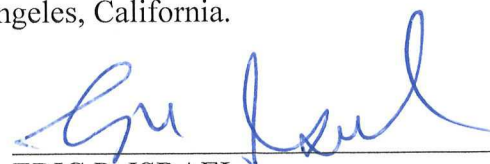
3. I submit this declaration in support of the Trustee's Objection to Proof of Claim No. 15 (the "Claim"), filed by Sandra K. McBeth (the "Claimant").

4. Upon the Trustee's instruction, I reviewed the Claim. A true and complete copy of the Claim as obtained from the records maintained by the Clerk of the Bankruptcy Court filed by Claimant on July 21, 2020 in the amount of \$1,513,000 is attached to this declaration as Exhibit "15."

5. Attached hereto as Exhibit "3" is a letter from Kevin Sullivan, the Debtor's attorney, to the Trustee regarding the details of the Super98 bankruptcy case (the "Letter"). In the Letter, Mr. Sullivan informed the Trustee that the list of the Debtor's creditors was being prepared by Walter Knauss, a member of the Debtor and its accountant at the time. A copy of the Letter, as well as the initial compilation of the Debtor's schedules (the "Initial Schedules"), was forwarded from the Trustee to my partner Brad Krasnoff, who then forwarded them to me. A true and correct copy of the Initial Schedules is attached hereto as Exhibit "4."

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January 13, 2023, at Los Angeles, California.


ERIC P. ISRAEL

DECLARATION OF JERRY NAMBA

I, Jerry Namba, declare as follows:

1. I am the Chapter 7 Trustee of the estate of Super98, LLC.

2. I have personal knowledge of the facts in this declaration and, if called as a witness, could testify competently to such facts.

3. Based upon my review of the facts of this bankruptcy case and my experience as a trustee, I do not believe that this case is projected to result in a distribution for untimely-filed claims.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on January __, 2023, at _____, California.

[Signature to Follow]
JERRY NAMBA

EXHIBIT “1”

Information to identify the case:

Debtor	Super98, LLC	EIN	00-0000000
Name			
United States Bankruptcy Court	Central District of California	Date case filed for chapter	7 12/17/18
Case number:	9:18-bk-12079-DS		

Official Form 309D (For Corporations or Partnerships)

Notice of Chapter 7 Bankruptcy Case -- Proof of Claim Deadline Set

12/15

For the debtor listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	Super98, LLC		
2. All other names used in the last 8 years			
3. Address	345 Rimrock Road Thousand Oaks, CA 91361		
4. Debtor's attorney Name and address	Kevin M. Sullivan Law Office of Kevin M. Sullivan 351 California Street, Suite 300 San Francisco, CA 94104	Contact phone	415-860-2170
		Email	
5. Bankruptcy trustee Name and address	Jerry Namba (TR) 504 East Chapel Street Santa Maria, CA 93454	Contact phone	(805) 922-2575
		Email	
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov .	1415 State Street, Santa Barbara, CA 93101-2511	Hours open:	9:00AM to 4:00 PM
		Contact phone	855-460-9641
		Date:	2/15/19
7. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath by the trustee and by creditors. Creditors may attend, but are not required to do so.	April 1, 2019 at 11:00 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. The trustee is designated to preside at the meeting of creditors. The case is covered by the chapter 7 blanket bond on file with the court.	Location:	1415 State Street, Room 148, Santa Barbara, CA 93101

20/BHG

For more information, see page 2 >

Debtor **Super98, LLC**

Case number **9:18-bk-12079-DS**

<p>8. Deadlines The bankruptcy clerk's office must receive proofs of claim by the following deadlines.</p>	<p>Deadline for all creditors to file a proof of claim (except governmental units): Filing deadline: 5/9/19</p> <p>Deadline for governmental units to file a proof of claim: Filing deadline: 6/17/19</p> <p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p> <p>Filing Deadline If the Case Is Converted to a Chapter 7 from the Original Filing under Chapter 11: The deadlines for filing claims set forth on the front of this notice apply to all creditors. This includes creditors of unpaid debts incurred after the commencement of the chapter 11 proceeding and showing in the Final Report of Account and Schedule of Unpaid Debts, that may qualify under 11 U.S.C. § 348(d).</p>
<p>9. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>
<p>10. Liquidation of the debtor's property and payment of creditors' claims</p>	<p>The bankruptcy trustee listed on the front of this notice will collect and sell the debtor's property. If the trustee can collect enough money, creditors may be paid some or all of the debts owed to them, in the order specified by the Bankruptcy Code. To ensure you receive any share of that money, you must file a proof of claim, as described above.</p>
<p>11. Failure to File a Statement and/or Schedule(s)</p>	<p>IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS, the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial section 341(a) meeting of creditors and any continuance, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of Bankruptcy Code section 521(i)(4), the court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.</p>
<p>12. Bankruptcy Fraud and Abuse</p>	<p>Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 915 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017.</p>

EXHIBIT “2”

Imaging Certificate of Notice Page 14 of 62

United States Bankruptcy Court
Central District of CaliforniaIn re:
Super98, LLC
Senior Operations LLC
DebtorsCase No. 18-12079-DS
Chapter 7**CERTIFICATE OF NOTICE**

District/off: 0973-9

User: bhandyC
Form ID: 309DPage 1 of 1
Total Noticed: 11

Date Rcvd: Feb 14, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 16, 2019.

db +Super98, LLC, 345 Rimrock Road, Thousand Oaks, CA 91361-5206
 aty +Kevin M. Sullivan, Law Office of Kevin M. Sullivan, 351 California Street, Suite 300,
 San Francisco, CA 94104-2422
 smg +County Assessor, County Government Center, Room 100, San Luis Obispo, CA 93408-0001
 39352033 +AlixPartners, LLP, 2000 Town Center, Southfield, MI 48075-1250
 39326428 EJays Machine Company, Inc., 1108 East Valencia Drive, Fullerton, CA 92831-4627
 39257323 +Jeremy W. Faith, as Ch. 7 Trustee for, Estate of Robert Hesselgesser MD,
 16030 Ventura Blvd Suite 470, Encino, CA 91436-4493
 39350282 +Walter Allen Shirley, c/o Allen Shirley, 5263 Miembro, Laguna Woods, CA 92637-1821

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

tr +E-mail/Text: jnamba@ig7technology.com Feb 15 2019 03:23:16 Jerry Namba, Ch. 7 Trustee,
 504 E. Chapel Street, Santa Maria, CA 93454-4520
 smg +E-mail/Text: SBCBankruptcy@co.santa-barbara.ca.us Feb 15 2019 03:22:27 County Tax Collector,
 P.O. Box 357, Santa Barbara, CA 93102-0357
 smg EDI: EDD.COM Feb 15 2019 08:08:00 Employment Development Dept., Bankruptcy Group MIC 92E,
 P.O. Box 826880, Sacramento, CA 94280-0001
 smg EDI: CALTAX.COM Feb 15 2019 08:08:00 Franchise Tax Board, Bankruptcy Section MS: A-340,
 P.O. Box 2952, Sacramento, CA 95812-2952

TOTAL: 4

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Feb 16, 2019

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 14, 2019 at the address(es) listed below:

Beth Gaschen on behalf of Interested Party Interested Party bgaschen@wgllp.com,
 kadele@wgllp.com;vrosales@wgllp.com;cbmeeker@gmail.com;cyoshonis@wgllp.com
 Jeffrey I Golden on behalf of Petitioning Creditor Jeremy W. Faith, as Chapter 7 Trustee for
 Estate of Robert Hesselgesser MD jgolden@wgllp.com,
 kadele@wgllp.com;vrosales@wgllp.com;cbmeeker@gmail.com
 KRISTIN WEBB on behalf of Plaintiff Senior Operations LLC webbk@bryancave.com,
 elaine.hellwig@bryancave.com
 Kevin M. Sullivan on behalf of Debtor Super98, LLC
 Todd C. Ringstad on behalf of Interested Party Interested Party becky@ringstadlaw.com,
 arlene@ringstadlaw.com
 United States Trustee (ND) ustprejon16.nd.ecf@usdoj.gov

TOTAL: 6

Information to identify the case:

Debtor **Super98, LLC** EIN **00-0000000**
Name
United States Bankruptcy Court **Central District of California** Date case filed for chapter **7** **12/17/18**
Case number: **9:18-bk-12079-DS**

Official Form 309D (For Corporations or Partnerships)

Notice of Chapter 7 Bankruptcy Case -- Proof of Claim Deadline Set

12/15

For the debtor listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at www.pacer.gov).

The staff of the bankruptcy clerk's office cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

1. Debtor's full name	Super98, LLC	
2. All other names used in the last 8 years		
3. Address	345 Rimrock Road Thousand Oaks, CA 91361	
4. Debtor's attorney Name and address	Kevin M. Sullivan Law Office of Kevin M. Sullivan 351 California Street, Suite 300 San Francisco, CA 94104	Contact phone 415-860-2170 Email _____
5. Bankruptcy trustee Name and address	Jerry Namba Ch. 7 Trustee 504 E. Chapel Street Santa Maria, CA 93454	Contact phone 805-922-2575 Email _____
6. Bankruptcy clerk's office Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at www.pacer.gov .	1415 State Street, Santa Barbara, CA 93101-2511	Hours open: 9:00AM to 4:00 PM Contact phone 855-460-9641 Date: 2/14/19
7. Meeting of creditors The debtor's representative must attend the meeting to be questioned under oath by the trustee and by creditors. Creditors may attend, but are not required to do so.	March 1, 2019 at 11:00 AM The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. The trustee is designated to preside at the meeting of creditors. The case is covered by the chapter 7 blanket bond on file with the court.	Location: 1415 State Street, Room 148, Santa Barbara, CA 93101

17/BHG

For more information, see page 2 >

Debtor **Super98, LLC**

Case number **9:18-bk-12079-DS**

<p>8. Deadlines The bankruptcy clerk's office must receive proofs of claim by the following deadlines.</p>	<p>Deadline for all creditors to file a proof of claim (except governmental units): Filing deadline: 5/9/19</p> <p>Deadline for governmental units to file a proof of claim: Filing deadline: 6/17/19</p> <p>A proof of claim is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.uscourts.gov or any bankruptcy clerk's office. If you do not file a proof of claim by the deadline, you might not be paid on your claim. To be paid, you must file a proof of claim even if your claim is listed in the schedules that the debtor filed.</p> <p>Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial.</p> <p>Filing Deadline If the Case Is Converted to a Chapter 7 from the Original Filing under Chapter 11: The deadlines for filing claims set forth on the front of this notice apply to all creditors. This includes creditors of unpaid debts incurred after the commencement of the chapter 11 proceeding and showing in the Final Report of Account and Schedule of Unpaid Debts, that may qualify under 11 U.S.C. § 348(d).</p>
<p>9. Creditors with a foreign address</p>	<p>If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.</p>
<p>10. Liquidation of the debtor's property and payment of creditors' claims</p>	<p>The bankruptcy trustee listed on the front of this notice will collect and sell the debtor's property. If the trustee can collect enough money, creditors may be paid some or all of the debts owed to them, in the order specified by the Bankruptcy Code. To ensure you receive any share of that money, you must file a proof of claim, as described above.</p>
<p>11. Failure to File a Statement and/or Schedule(s)</p>	<p>IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS, the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial section 341(a) meeting of creditors and any continuance, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of Bankruptcy Code section 521(i)(4), the court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.</p>
<p>12. Bankruptcy Fraud and Abuse</p>	<p>Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 915 Wilshire Blvd., Suite 1850, Los Angeles, CA 90017.</p>

EXHIBIT “3”

KEVIN M. SULLIVAN, ESQ.
LAW OFFICES OF KEVIN M. SULLIVAN
351 California Street, Suite 300
San Francisco, California 94104
Telephone: 415-860-2170
k_sullivan_esq@yahoo.com

February 18, 2019

Jerry Namba, Trustee
504 East Chapel Street
Santa Maria, CA 93454
(805) 922-2575
jnambaepiq@earthlink.net


Re: 9:18-bk-12079-DS Super98, LLC
Case type: bk Chapter: 7 Vol: i Judge: Deborah J. Saltzman
Date filed: 12/17/2018 Date of last filing: 02/17/2019

Dear Mr. Namba:

We have noted the entries with regard to the above bankruptcy proceeding. Reference is also made to docket entries to which reference(s) will be made in this letter to your office.

Preliminarily, if you would, when communicating with me, also copy Harry Taub at harry.taub@icloud.com who will be assisting me with regard to this matter. We are working together concerning this matter and the Hesselgesser bankruptcy matter (9:17-bk-11579-DS and 9:18-ap-01008-DS); and, therefore, it is helpful that we keep coordinated and clear as to all events ongoing relative the matters before Judge Saltzman.

1. 341 (a) Examination: The docket report(s) indicate that there is/are a number of 341 (a) examination dates as to the captioned matter. Also, there is a 341 (a) examination (the third) at which Dr. Hesselgesser must appear set as follows:

269	 341 Meeting	01/24/2019	04/08/2019 at 11:00 AM	
-----	---	------------	---------------------------	--

Dr. Hesselgesser works full time as a physician in Indiana. He will be back in California, based upon his present schedule, on or about April 6, 2019; and, he needs to return to work and be at work on April 10, 2019 in Indiana. The docket below shows two (2) different 341 (a) examination dates with regard to the Super98 matter as March 1, 2019 and April 1, 2019. Might the Super98 examination¹ date be rescheduled for either the early morning of April 8, 2019, the afternoon of April 8, 2019 (perhaps to start at 3:00 p.m.) or April 9, 2019 for the day? Please feel free, of course, to contact Jeremy Faith, the Trustee pertaining to the Hesselgesser bankruptcy, as to scheduling issues.



2. List of Creditors: The list of creditors is being prepared at this time. Mr. Walter Knauss, CPA, who has been a member of Super98, LLC and has acted as the accountant for this limited liability company, has been working diligently to prepare the list of creditors which should be “out” quite shortly. A copy of the list and Schedules will be directed to your office as well as to the Court. Please forgive the slight tardiness in furnishing this list and attendant Schedules. Mr. Knauss, being an accountant, is also caught up in “tax season” for clients.
3. Preference Action(s): A discussion did take place with Mr. Faith and his counsel concerning any contemplated preference action(s) which might relate to the Super98, LLC v. Delta Airlines matter. We have made it quite clear that we stand ready to assist, cooperation, and provide requested information concerning the “Delta action” and any settlement proceeds with regard to such action subject to compliance with any confidentiality issues vis a vis the Settlement Agreement in the “Delta action”.
4. Super98, LLC Ongoing Business Opportunities: We are advised that there are opportunities available to Super98, LLC to sell remaining “kits” to independent third parties. It would appear benefits would be available to the Debtor/Super98 in regard to the pursuit of these opportunities. We will be supplying to your office, for consideration, input, thoughts, and approval of course, information as to these opportunities.
5. Docket and Register Entries: Below is/are the current entries for your reference purposes. Mr. Taub and I find it helpful to keep an ongoing track on the events to make certain that dates and circumstances is/are not missed in this process.

¹ Dr. Hesselgesser is and will be the designated “personal most knowledgeable” concerning the affairs of Super98, LLC

9:18-bk-12079-DS Super98, LLC
Case type: bk **Chapter:** 7 **Vol:** i **Judge:** Deborah J. Saltzman
Date filed: 12/17/2018 **Date of last filing:** 02/17/2019













Deadlines/Hearings

Doc. No.	Deadline/Hearing	Event Filed	Due/Set	Satisfied	Terminated	Hearing Judge
12	List of All Creditors Invol.	02/08/2019	02/15/2019			
12	Incomplete Filings Due	02/08/2019	02/22/2019			
12	Statement (Form 122A-1)	02/08/2019	02/22/2019			
17	341 Meeting	02/14/2019	03/01/2019 at 11:00 AM		02/15/2019	
1	Status Hearing	12/17/2018	03/11/2019 at 01:30 PM			Saltzman, Deborah J.
20	341 Meeting	02/15/2019	04/01/2019 at 11:00 AM			
17	Cert. of Financial Management	02/14/2019	04/30/2019		02/15/2019	
17	Objection to Discharge Due	02/14/2019	04/30/2019		02/15/2019	
17	Proof of Claims Deadline	02/14/2019	05/09/2019			
20	Proof of Claims Deadline	02/15/2019	05/09/2019			
20	Cert. of Financial Management	02/15/2019	05/31/2019			
20	Objection to Discharge Due	02/15/2019	05/31/2019			
17	Government Proof of Claim	02/14/2019	06/17/2019		02/15/2019	

20	 Government Proof of Claim	02/15/2019	06/17/2019			
12	 Government Proof of Claim	02/08/2019	08/07/2019		02/14/2019	

9:18-bk-12079-DS Super98, LLC
Case type: bk **Chapter:** 7 **Vol:** i **Judge:** Deborah J. Saltzman
Date filed: 12/17/2018 **Date of last filing:** 02/17/2019

History

Doc. No.	Dates		Description
22	<i>Filed & Entered:</i>	02/17/2019	 BNC Certificate of Notice
21	<i>Filed & Entered:</i>	02/16/2019	 BNC Certificate of Notice
19	<i>Filed & Entered:</i>	02/15/2019	 Document
20	<i>Filed & Entered:</i>	02/15/2019	 Meeting of Creditors Chapter 7 Asset
16	<i>Filed & Entered:</i>	02/14/2019	 Document
17	<i>Filed & Entered:</i>	02/14/2019	 Meeting of Creditors Chapter 7 Asset
18	<i>Filed & Entered:</i>	02/14/2019	 BNC Certificate of Notice - PDF Document
15	<i>Filed & Entered:</i>	02/13/2019	 Notice of appointment and acceptance of trustee
13	<i>Filed & Entered:</i>	02/10/2019	 BNC Certificate of Notice
12	<i>Filed & Entered:</i>	02/08/2019	 Order for Relief Ch 7 (BK Case - Involuntary) (BNC)
14	<i>Filed:</i> <i>Entered:</i>	02/08/2019 02/12/2019	 Order (Generic) (BNC-PDF)
11	<i>Filed & Entered:</i>	02/06/2019	 Request for courtesy Notice of Electronic Filing (NEF)

<u>10</u>	<i>Filed & Entered:</i>	01/30/2019	● Non-Opposition
<u>9</u>	<i>Filed & Entered:</i>	01/16/2019	● Request for courtesy Notice of Electronic Filing (NEF)
<u>8</u>	<i>Filed & Entered:</i>	01/09/2019	● Request for courtesy Notice of Electronic Filing (NEF)
<u>6</u>	<i>Filed & Entered:</i>	01/08/2019	● Summons Service Executed
<u>7</u>	<i>Filed & Entered:</i>	01/08/2019	● Request for courtesy Notice of Electronic Filing (NEF)
<u>4</u>	<i>Filed & Entered:</i>	01/03/2019	● Request that the Clerk Issue Another Summons and Ntc of Status Conf (AP)
<u>5</u>	<i>Filed & Entered:</i>	01/03/2019	● Alias summons issued (Involuntary Petition)
3	<i>Filed & Entered:</i>	01/02/2019	● Hearing (Bk Other) Set
	<i>Filed & Entered:</i>	12/17/2018	● Receipt Number and Filing Fee (Auto)
<u>1</u>	<i>Filed & Entered:</i>	12/17/2018	● Involuntary Petition (Chapter 7)
<u>2</u>	<i>Filed & Entered:</i>	12/17/2018	● Involuntary Summons Issued

Your reflections on the items discussed above and responses at this time are most appreciated.

Sincerely,

Kevin M. Sullivan

Kevin M. Sullivan

cc: Robert D. Hesselgesser, M.D.
Harry Taub, J.D.
Walter W. Knauss, CPA

EXHIBIT “4”

Fill in this information to identify your case:

Debtor 1 SUPRE 98 LLC
 First Name Middle Name Last Name

Debtor 2
 (Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the Central District of California

Case number 9:18-bk-12079-DS
 (If known)

☐ Check if this is an amended filing

Official Form 106D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☐ Yes. Fill in all of the information below.

Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A Amount of claim Do not deduct the value of collateral.	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
--	--	--

2.1

Describe the property that secures the claim:

\$ _____ \$ _____ \$ _____

Creditor's Name

Number Street

City

State ZIP Code

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred _____

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset) _____

Last 4 digits of account number _____

2.2

Describe the property that secures the claim:

\$ _____ \$ _____ \$ _____

Creditor's Name

Number Street

City

State ZIP Code

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Who owes the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim relates to a community debt

Date debt was incurred _____

Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)
☐ Statutory lien (such as tax lien, mechanic's lien)
☐ Judgment lien from a lawsuit
☐ Other (including a right to offset) _____

Last 4 digits of account number _____

Add the dollar value of your entries in Column A on this page. Write that number here:

\$ _____

000024

Debtor 1

First Name

Middle Name

Last Name

Main Document Page 25 of 62

Case Number (if known)

	Additional Page	Column A Amount of claim Do not deduct the value of collateral	Column B Value of collateral that supports this claim	Column C Unsecured portion If any
Part 1:	After listing any entries on this page, number them beginning with 2.3, followed by 2.4, and so forth.			
1	<p>Describe the property that secures the claim: _____ \$ _____ \$ _____ \$ _____</p> <p>Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who owes the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred _____</p>	<p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan)</p> <p><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)</p> <p><input type="checkbox"/> Judgment lien from a lawsuit</p> <p><input type="checkbox"/> Other (including a right to offset) _____</p> <p>Last 4 digits of account number _____</p>		
2	<p>Describe the property that secures the claim: _____ \$ _____ \$ _____ \$ _____</p> <p>Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who owes the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred _____</p>	<p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan)</p> <p><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)</p> <p><input type="checkbox"/> Judgment lien from a lawsuit</p> <p><input type="checkbox"/> Other (including a right to offset) _____</p> <p>Last 4 digits of account number _____</p>		
3	<p>Describe the property that secures the claim: _____ \$ _____ \$ _____ \$ _____</p> <p>Creditor's Name _____</p> <p>Number _____ Street _____</p> <p>City _____ State _____ ZIP Code _____</p> <p>Who owes the debt? Check one.</p> <p><input type="checkbox"/> Debtor 1 only</p> <p><input type="checkbox"/> Debtor 2 only</p> <p><input type="checkbox"/> Debtor 1 and Debtor 2 only</p> <p><input type="checkbox"/> At least one of the debtors and another</p> <p><input type="checkbox"/> Check if this claim relates to a community debt</p> <p>Date debt was incurred _____</p>	<p>As of the date you file, the claim is: Check all that apply.</p> <p><input type="checkbox"/> Contingent</p> <p><input type="checkbox"/> Unliquidated</p> <p><input type="checkbox"/> Disputed</p> <p>Nature of lien. Check all that apply.</p> <p><input type="checkbox"/> An agreement you made (such as mortgage or secured car loan)</p> <p><input type="checkbox"/> Statutory lien (such as tax lien, mechanic's lien)</p> <p><input type="checkbox"/> Judgment lien from a lawsuit</p> <p><input type="checkbox"/> Other (including a right to offset) _____</p> <p>Last 4 digits of account number _____</p>		
<p>Add the dollar value of your entries in Column A on this page. Write that number here: \$ _____</p> <p>If this is the last page of your form, add the dollar value totals from all pages. Write that number here: \$ _____</p>				

NONE

000025

page ____ of ____

Debtor 1 SUPER 98 LLC
First Name Middle Name Last Name

Debtor 2
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the Central District of California

Case number 9:18-bk-12079-DS
(If known)

☐ Check if this is an amended filing

Official Form 106E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY claims and Part 2 for creditors with NONPRIORITY claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Property* (Official Form 106A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 106G). Do not include any creditors with partially secured claims that are listed in *Schedule D: Creditors Who Have Claims Secured by Property*. If more space is needed, copy the Part you need, fill it out, number the entries in the boxes on the left. Attach the Continuation Page to this page. On the top of any additional pages, write your name and case number (if known).

Part 1: List All of Your PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims against you?

- ☐ No. Go to Part 2.
☐ Yes.

2. List all of your priority unsecured claims. If a creditor has more than one priority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. If a claim has both priority and nonpriority amounts, list that claim here and show both priority and nonpriority amounts. As much as possible, list the claims in alphabetical order according to the creditor's name. If you have more than two priority unsecured claims, fill out the Continuation Page of Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. (For an explanation of each type of claim, see the instructions for this form in the instruction booklet.)

2.1

Priority Creditor's Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

When incurred the debt? Check one.

☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt

Is the claim subject to offset?

☐ No
☐ Yes

Last 4 digits of account number _____ \$ _____ \$ _____ \$ _____

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of PRIORITY unsecured claim:

- ☐ Domestic support obligations
☐ Taxes and certain other debts you owe the government
☐ Claims for death or personal injury while you were intoxicated
☐ Other. Specify _____

Total claim	Priority amount	Nonpriority amount
-------------	-----------------	--------------------

2.2

Priority Creditor's Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

Who incurred the debt? Check one.

☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another
☐ Check if this claim is for a community debt

Is the claim subject to offset?

☐ No
☐ Yes

Last 4 digits of account number _____ \$ _____ \$ _____ \$ _____

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of PRIORITY unsecured claim:

- ☐ Domestic support obligations
☐ Taxes and certain other debts you owe the government
☐ Claims for death or personal injury while you were intoxicated
☐ Other. Specify _____

000026

page 1 of ____

Form 106E/F: Creditors Who Have Unsecured Claims
Part 1: PRIORITY Unsecured

code	Vendor	Phone Numbers	Email	Full Name	Address	Account #	when debt?	claim\$
govt	Employment Development Department				Employment Development Dept. PO Box 82676 Sacramento CA 94230-8276	295-6826-8	2014-15	157.77
govt	Franchise Tax Board				PO Box 942857 Sacramento CA 94257-0531	sos 20080121011000	2017	44.42
govt	United States Treasury					06-1831246	2010	26.01

228.20

000027

Part 1: Your PRIORITY Unsecured Claims – Continuation Page

After listing any entries on this page, number them beginning with 2.3, followed by 2.4, and so forth.

Total claim

Priority
amountNonpriority
amount☐

Priority Creditor's Name

Last 4 digits of account number _____ \$ _____ \$ _____ \$ _____

Number _____ Street _____

When was the debt incurred? _____

City _____ State _____ ZIP Code _____

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Type of PRIORITY unsecured claim:

- ☐ Domestic support obligations
☐ Taxes and certain other debts you owe the government
☐ Claims for death or personal injury while you were intoxicated
☐ Other. Specify _____

Is the claim subject to offset?

- ☐ No
☐ Yes

☐

Priority Creditor's Name

Last 4 digits of account number _____ \$ _____ \$ _____ \$ _____

Number _____ Street _____

When was the debt incurred? _____

City _____ State _____ ZIP Code _____

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Type of PRIORITY unsecured claim:

- ☐ Domestic support obligations
☐ Taxes and certain other debts you owe the government
☐ Claims for death or personal injury while you were intoxicated
☐ Other. Specify _____

Is the claim subject to offset?

- ☐ No
☐ Yes

☐

Priority Creditor's Name

Last 4 digits of account number _____ \$ _____ \$ _____ \$ _____

Number _____ Street _____

When was the debt incurred? _____

City _____ State _____ ZIP Code _____

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Type of PRIORITY unsecured claim:

- ☐ Domestic support obligations
☐ Taxes and certain other debts you owe the government
☐ Claims for death or personal injury while you were intoxicated
☐ Other. Specify _____

Is the claim subject to offset?

- ☐ No
☐ Yes

000028

Part 2: List All of Your NONPRIORITY Unsecured Claims**3. Do any creditors have nonpriority unsecured claims against you?**

- ☐ No. You have nothing to report in this part. Submit this form to the court with your other schedules.
☐ Yes

4. List all of your nonpriority unsecured claims in the alphabetical order of the creditor who holds each claim. If a creditor has more than one nonpriority unsecured claim, list the creditor separately for each claim. For each claim listed, identify what type of claim it is. Do not list claims already included in Part 1. If more than one creditor holds a particular claim, list the other creditors in Part 3. If you have more than three nonpriority unsecured claims fill out the Continuation Page of Part 2.

4.1

Nonpriority Creditor's Name

Number Street

City State ZIP Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ **Check if this claim is for a community debt****Is the claim subject to offset?**

- ☐ No
☐ Yes

Last 4 digits of account number

Total claim

\$

When was the debt incurred?

As of the date you file the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

4.2

Nonpriority Creditor's Name

Number Street

City State ZIP Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ **Check if this claim is for a community debt****Is the claim subject to offset?**

- ☐ No
☐ Yes

Last 4 digits of account number

\$

When was the debt incurred?

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

4.3

Nonpriority Creditor's Name

Number Street

City State ZIP Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ **Check if this claim is for a community debt****Is the claim subject to offset?**

- ☐ No
☐ Yes

Last 4 digits of account number

\$

When was the debt incurred?

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

Form 106E/F: Creditors Who Have Unsecured Claims
Part 2: NONPRIORITY Unsecured

Case 9:18-bk-12079-DS

Doc 153 Filed 01/13/23 Entered 01/13/23 16:09:57 Desc
Main Document Page 30 of 62

Line#	Vendor	Phone Numbers	Email	Full Name	Address	Account #	when debt?	claim\$	status
1	Cardinal Collection Education Foundation	408.773.1387	mllogies@aol.com		1723 Karameos Dr, Sunnyvale, CA 94087 PO BOX 630		2017	5,000,000.00	disputed
2	City of Long Beach				Long Beach CA 90842-0001 P.O. Box 54027	BU21238190		771.76	collections
3	Los Angeles County Tax Collector				Los Angeles CA 90054-0027 Statement of Information Unit PO Box 944230	40793493	2016	113.04	
4	Secretary of State				Sacramento CA 94244-2300				
5	Advanced Aircraft Seal	Phone: (951) 352-2400 Fax: (951) 352-2401			3051 Myers Street Riverside CA 92503		various	30,617.12	
6	Aerofab Corporation	Phone: (714) 635-0902	c.wen@aerofab-corp.com		4001 E Leaverton Ct Anaheim CA 92807		various	42,261.20	
7	Alix Partners	Phone: (312) 651-3269 Fax: (312) 346-2585		Louis G Dufney	300 N LaSalle St Suite 1900 Il		various	355,066.59	
8	Allen Shirley		allenshirley@super98.net	Allen Shirley	Chicago IL 60654 5263 Miembro		various	270,449.86	
9	American Express Platinum				Laguna Woods CA 92637 BOX 0001		various	39,909.00	
10	Boeing Management Company - BCA				Los Angeles CA 90066-8000 12090 Collections Center Dr. Chicago IL 60683		various	unknown	royalty
11	David A Berkovitz, APC	Phone: 818 887-6688 Fax: 818-887-6689	david@berkovitzlaw.com	David A. Berkovitz	2625 Towngate Road, Ste 330 Westlake Village CA 91361 3750 E Spring Street		various	3,630.00	
12	Don Temple Storage	Phone: (562) 426-5555			Long Beach CA 90806 77 West Loop South Suite 550		various	unknown	auction
13	DTI				Houston TX 77027	Super98	various	214,162.16	collections
14	Ejay's Machine Co, Inc				PO Box 6351 Fullerton CA 92634-6351 SDS 12-3036		various	72,799.90	
15	Emerald City Moving & Storage	Phone: (903) 729-3131 Fax: (903) 729-3180			PO Box 86 Minneapolis MN 55486-3036		various	unknown	
16	ETA Global Inc			ETA Global Inc	PO BOX 259 Palestine TX 75802-0259		various	3,025.00	kits stored
17	F1 Help			Casey Krauss	PO Box 3727 Thousand Oaks CA 91359 Dept LA		various	unknown	
18	FedEx				PO Box 21415 Pasadena CA 91185-1415	AA80789262	2018	1,355.27	
19	Frontier Communications	800.921.8105			PO Box 740407 Cincinnati, OH 45274-0407	2131760411 0925125	10/16/18	223.95	collections
20	Gina Tavizon	Phone: (502) 216-5156	gina@super98.net	Gina Tavizon	8921 Kent Way Cypress CA 90630 4400 Bayou Blvd		various	9,575.00	
21	IMS Expert Services	Phone: (850) 473-2500	invoices@ims-expertservices.com		Suite 6 Pensacola FL 32503	11142 Super98 v Delta Air Lines	various	125,094.00	
22	Intuit-Quickbooks				2119 W Charleston Avenue Chicago IL 60647		various	unknown	
23	James Hesselgesser			James Hesselgesser	625 107th Street Arlington TX 76011		various	unknown	dispute
24	Johnson Storage & Moving	Phone: 714-948-5961 Fax: 714-459-7055			3995 E La Palma Avenue Anaheim CA 92807		various	6,790.00	
25	Midcom Corporation				c/o Newmark Knight Frank 4675 MacArthur Ct Suite 1600 Newport Beach CA 92660		various	4,564.00	
26	Newmark Knight Frank	Phone: (949) 608-2026	amy.rasilla@ngkf.com	Amy Rasilla		LA014A-029716	various	37,036.84	dispute
27	Nexiva						various	unknown	

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Form 106E/F: Creditors Who Have Unsecured Claims
Part 2: NONPRIORITY Unsecured

Line#	Vendor	Phone Numbers	Email	Full Name	Address	Account #	when debt?	claims\$	status
28	Office 1	Phone: (844) 343-0722 Phone: 303-680-5200 Fax: 303-680-5252			3630 W All Baha Ln Las Vegas NV 89118	13688953	various	394.62	
29	Outsource Information Technology Corp.		rfassione@outsourcetit.com	Richard Fassione	6831 S. Yosemite Street, Suite 100 Centennial CO 80112 PO BOX 31001-0850 Pasadena CA 91110-0850		various	unknown	
30	RICOH USA Inc				18581 Via Bravo Villa Park CA 92861-2764	13688953	various	229.20	
31	Robert B. Harris			Robert B. Harris	25071 Nueva Vista Laguna Niguel CA 92623		various	312.50	
32	Rolf Sellge	Phone: 949 465-8608		Rolf Sellge	PO Box 71818 Chicago IL 60694-1818		various	6,462.50	
33	Sentor Aerospace Composites	Phone: (316) 942-3208			4646 Adagio Lane Cypress CA 90630-8808		various	549,099.62	
34	Stephen Pohl	Phone: (562) 270-9103	stlevepohl@super98.net		Storage Etc - Redondo 2911 Redondo Avenue Long Beach CA 90806		various	1,250.00	
35	Storage Etc	Phone: 949-492-6608 x.256 Fax: 949-366-3497			1141 A Via Callejon San Clemente CA 92673		various	unknown	
36	Swift Engineering, Inc		shirley@swiftengineering.com		5311 Sierra Raja Road Irvine CA 92603		various	32,582.68	disputed
37	Terrence E. McGaughan			Terrence E. McGaughan	15050 Trinity Blvd Ft Worth TX 76155		various	unknown	
38	Texas Air Composites	Phone: 972-709-2866 Fax: 972-709-2979	accounting@texasaircomposites.com		PO Box 19797 Irvine CA 92623-9797		various	19,469.00	
39	Verify Inc				PO Box 920041 Dallas TX 75392-0041		various	1,658.80	
40	Verizon				PO Box 3727 Thousand Oaks CA 91359-0727		various	1,349.90	dispute
41	Waller W Knauss CPA	Phone: (805) 496-9779	waller@knausscpa.com	Walter W Knauss CPA	641 West Acacia Avenue El Segundo CA 90245		various	1,330,750.00	
42	Willaire Services			Willaire Services	7811 Westira Lane La Palma CA 90623		various	1,200.00	
43	William Rickard	Phone: 714 522-4208		Mr. William Rickard	270 E Simpson Ave Jackson, WY 83001		various	32,418.00	
44	William E Wecker Assoc	307.732.6850		Stephen R Hoff	16201 Cuipepper Circle Huntington Beach CA 92647-3349		various	158,169.83	
45	William W. Siegele			William E. Siegele			various	unknown	
TOTAL								8,352,791.34	

Form 106E/F: Creditors Who Have Unsecured Claims
Part 2: NONPRIORITY Unsecured PROMISSORY NOTES

Line#	Note Holder	Phone Numbers	Email	Last Name	Address	Account #	when debt?	claim\$	status
1	Esmond Chan			Chan	1128 Orinda Way, Salinas, CA 93901			660,758.03	
2	Robert I Fishburn			Fishburn	626 Al Hll Drive, San Luis Obispo, CA 93405		various	1,022,326.67	
3	Larry Hesselgeser			Hesselgeser	177 West Wells Street, San Gabriel, CA 91776			173,275.71	
4	Michael Kinworthy	714.310.4181	mkinworthy@mikeci.com	Kinworthy	80-555 VIA TALAVERA LA QUINTA, CA 92253			582,206.37	
5	Walter W Knauss	805.496.9779	walter@knausscpa.com	Knauss	PO Box 3727 Thousand Oaks, CA 91359-0727		various	1,747,774.29	
6	Elizabeth E Knauss	805.300.2021	betsy@knausscpa.com	Knauss	345 Rimrock Rd Thousand Oaks, CA 91361			292,258.36	
7	Casey S Knauss	805.907.9092	cknauss@helpmefirst.com	Knauss	3807 EAST PARK, CAMARILLO, CA 93012			109,741.28	
8	Laurence Levine		laurence.levine@hlevine.com	Levine	189 East Lake Shore Dr 18th Flr, Chicago, IL 60611			-	overpd
9	Rene Topete Special Needs Trust	805.496.9779	walter@knausscpa.com	Rene	PO Box 3727 Thousand Oaks, CA 91359-0727		various	1,581,429.61	
10	Allen Shirley	949.285.1781	allenshirley@super98.net	Shirley	5263 Miembro, Laguna Woods, CA 92637			396,223.78	
11	Stephen A Wayne	864.663.9090	hogtriker@charter.net	Wayne	110 WILLIAM OWENS WAY, GREER, SC 29651			233,344.62	
12	Heather Wayne	843.214.0905	hwayne1@hotmail.com	Wayne	4827 HORTONREST COURT, SUMMERVILLE, SC 29485			160,568.82	
13	Monica Wellkala secured	805.750.7059	monicawellkala@gmail.com	Wellkala	14310 Laurel Lane, Moorpark, CA 93021			508,275.40	
14	Monica Wellkala	805.750.7059	monicawellkala@gmail.com	Wellkala	14311 Laurel Lane, Moorpark, CA 93021			226,413.59	
15	Hannah K Yang	805.300.2027	hannahyang30@gmail.com	Yang	321 10th AV UNIT 2204, SAN DIEGO, CA 92101			109,741.28	
16	Monica Wellkala	805.750.7059	monicawellkala@gmail.com		14311 Laurel Lane, Moorpark, CA 93021			281,861.82	
17	Walter W Knauss	805.496.9779	walter@knausscpa.com		PO Box 3727 Thousand Oaks, CA 91359-0727			271,422.18	
18	Walter W Knauss	805.496.9779	walter@knausscpa.com		PO Box 3727 Thousand Oaks, CA 91359-0727			295,569.81	
19	Robert D Hesselgeser	805.208.7006	rdhmammoth@gmail.com		1731 Schoolhouse Circle, Westlake Village, CA 91362	interest not included		1,450,000.00	estimate
								10,103,191.62	TOTAL

Super98 LLC

Form 106E/F: Creditors Who Have Unsecured Claims
Part 3: List others to be notified

Part 2 Line #	Addl Creditors/collection agency	Phone Numbers	Email	Creditor	Address	Account #	when debt?	claim\$	status
1	John Skirlitch		jeskirtich@aol.com	Cardinal Collection Education Foundation	1723 Karamenos Dr, Sunnyvale, CA 94087		2017	5,000,000.00	co-credit
1	Martin Logies	408.773.1387	mllogies@aol.com	Cardinal Collection Education Foundation	1723 Karamenos Dr, Sunnyvale, CA 94087		2017	5,000,000.00	co-credit
2	Transworld Systems Inc	800.331.8019		City of Long Beach	33400 8th AV S Suite 100 Federal Way, WA 98003	794830333		909.88	collections
13	GABA Law Corp	888.391.1228		DTI (Document Technologies Inc)	Moulton Park Place 23141 Verdugo Drive Sult 205 Laguna Hills, CA 92653-1349	500169-1009295		214,162.16	collections
19	McCarthy, Burgess & Wolf	440.735.5100 ext 2228		Frontier Communications	The MB&W Building 28000 Cannon Road Cleveland, OH 44146	30542070	10/16/18	223.95	collections

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**Form 106H: Your Co-debtors
EF Part 2 PROMISSORY NOTES**

Part 2 Notes Line#	Guarantor	Phone Numbers	Email	Full Name	Address
1 thru 15 inclusive	Robert D Hesselgesser	805.208.7006	rdhmammoth@gmail.com	Notes Payable from Notes Pt 2	1731 Schoolhouse Circle, Westlake Village, CA 91362
16	Walter W. Knauss	805.496.9779	walter@knausscpa.com	Monica Welikala	PO Box 3727 Thousand Oaks, CA 91359-0727

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Part 2: Your NONPRIORITY Unsecured Claims – Continuation Page

After listing any entries on this page, number them beginning with 4.4, followed by 4.5, and so forth.

Total claim

☐

Nonpriority Creditor's Name

Number Street

City State ZIP Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☐ No
☐ Yes

Last 4 digits of account number _____ \$ _____

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

☐

Nonpriority Creditor's Name

Number Street

City State ZIP Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☐ No
☐ Yes

Last 4 digits of account number _____ \$ _____

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

☐

Nonpriority Creditor's Name

Number Street

City State ZIP Code

Who incurred the debt? Check one.

- ☐ Debtor 1 only
☐ Debtor 2 only
☐ Debtor 1 and Debtor 2 only
☐ At least one of the debtors and another

☐ Check if this claim is for a community debt

Is the claim subject to offset?

- ☐ No
☐ Yes

Last 4 digits of account number _____ \$ _____

When was the debt incurred? _____

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent
☐ Unliquidated
☐ Disputed

Type of NONPRIORITY unsecured claim:

- ☐ Student loans
☐ Obligations arising out of a separation agreement or divorce that you did not report as priority claims
☐ Debts to pension or profit-sharing plans, and other similar debts
☐ Other. Specify _____

Part 3: List Others to Be Notified About a Debt That You Already Listed

5. Use this page only if you have others to be notified about your bankruptcy, for a debt that you already listed in Parts 1 or 2. For example, if a collection agency is trying to collect from you for a debt you owe to someone else, list the original creditor in Parts 1 or 2, then list the collection agency here. Similarly, if you have more than one creditor for any of the debts that you listed in Parts 1 or 2, list the additional creditors here. If you do not have additional persons to be notified for any debts in Parts 1 or 2, do not fill out or submit this page.

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

On which entry in Part 1 or Part 2 did you list the original creditor?

Line _____ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims☐ Part 2: Creditors with Nonpriority Unsecured Claims

Last 4 digits of account number _____

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

On which entry in Part 1 or Part 2 did you list the original creditor?

Line _____ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims☐ Part 2: Creditors with Nonpriority Unsecured

Claims

Last 4 digits of account number _____

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

On which entry in Part 1 or Part 2 did you list the original creditor?

Line _____ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims☐ Part 2: Creditors with Nonpriority Unsecured

Claims

Last 4 digits of account number _____

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

On which entry in Part 1 or Part 2 did you list the original creditor?

Line _____ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims☐ Part 2: Creditors with Nonpriority Unsecured

Claims

Last 4 digits of account number _____

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

On which entry in Part 1 or Part 2 did you list the original creditor?

Line _____ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims☐ Part 2: Creditors with Nonpriority Unsecured

Claims

Last 4 digits of account number _____

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

On which entry in Part 1 or Part 2 did you list the original creditor?

Line _____ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims☐ Part 2: Creditors with Nonpriority Unsecured

Claims

Last 4 digits of account number _____

Name _____

Number _____ Street _____

City _____ State _____ ZIP Code _____

On which entry in Part 1 or Part 2 did you list the original creditor?

Line _____ of (Check one): ☐ Part 1: Creditors with Priority Unsecured Claims☐ Part 2: Creditors with Nonpriority Unsecured

Claims

Last 4 digits of account number _____

Part 4: Add the Amounts for Each Type of Unsecured Claim

6. Total the amounts of certain types of unsecured claims. This information is for statistical reporting purposes only. 28 U.S.C. § 159. Add the amounts for each type of unsecured claim.

Total claim**Total claims
from Part 1**

6a. Domestic support obligations

6a.

\$ _____

6b. Taxes and certain other debts you owe the government

6b.

\$ _____

6c. Claims for death or personal injury while you were intoxicated

6c.

\$ _____

6d. Other. Add all other prior unsecured claims. Write that amount here.

6d.

+ \$ _____

6e. Total. Add lines 6a through 6d.

6e.

\$ _____

Total claim**Total claims
from Part 2**

6f. Student loans

6f.

\$ _____

6g. Obligations arising out of a separation agreement or divorce that you did not report as priority claims

6g.

\$ _____

6h. Debts to pension or profit-sharing plans, and other similar debts

6h.

\$ _____

6i. Other. Add all other nonpriority unsecured claims. Write that amount here.

6i.

+ \$ _____

6j. Total. Add lines 6f through 6i.

6j.

\$ _____

NONE

Fill in this information to identify your case: Main Document Page 38 of 62

Debtor	<u>SUPER 98 LLC</u>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the	<u>Central District of California</u>		
Case number (If known)	<u>9:18-bk-12079-DS</u>		

☐ Check if this is an amended filing

Official Form 106G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the additional page, fill it out, number the entries, and attach it to this page. On the top of any additional pages, write your name and case number (if known).

1. Do you have any executory contracts or unexpired leases?

- ☐ No. Check this box and file this form with the court with your other schedules. You have nothing else to report on this form.
- ☐ Yes. Fill in all of the information below even if the contracts or leases are listed on Schedule B. (Official Form 106A/B).

2. List separately each person or company with whom you have the contract or lease. Then state what each contract or lease is for (for example, rent, vehicle lease, cell phone). See the instructions for this form in the instruction booklet for more examples of executory contracts and unexpired leases.

	Person or company with whom you have the contract or lease	State what the contract or lease is for
2.1	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____	
2.2	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____	
2.3	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____	
2.4	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____	
2.5	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____	

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Debtor 1

First Name

Middle Name

Last Name

Main Document

Page 39 of 62

Case Number (if known)

Additional Page if You Have More Contracts or Leases

Person or company with whom you have the contract or lease	What the contract or lease is for
<div data-bbox="84 262 126 298">22</div> <div data-bbox="136 310 857 336">Name</div> <div data-bbox="136 371 857 396">Number Street</div> <div data-bbox="136 432 857 457">City State ZIP Code</div>	
<div data-bbox="84 472 126 508">2.</div> <div data-bbox="136 529 857 554">Name</div> <div data-bbox="136 590 857 615">Number Street</div> <div data-bbox="136 651 857 676">City State ZIP Code</div>	
<div data-bbox="84 693 126 728">2.</div> <div data-bbox="136 749 857 774">Name</div> <div data-bbox="136 810 857 835">Number Street</div> <div data-bbox="136 871 857 896">City State ZIP Code</div>	
<div data-bbox="84 913 126 949">2.</div> <div data-bbox="136 970 857 995">Name</div> <div data-bbox="136 1031 857 1056">Number Street</div> <div data-bbox="136 1092 857 1117">City State ZIP Code</div>	
<div data-bbox="84 1134 126 1169">2.</div> <div data-bbox="136 1190 857 1215">Name</div> <div data-bbox="136 1251 857 1276">Number Street</div> <div data-bbox="136 1312 857 1337">City State ZIP Code</div>	
<div data-bbox="84 1354 126 1390">2.</div> <div data-bbox="136 1411 857 1436">Name</div> <div data-bbox="136 1472 857 1497">Number Street</div> <div data-bbox="136 1533 857 1558">City State ZIP Code</div>	
<div data-bbox="84 1575 126 1610">2.</div> <div data-bbox="136 1631 857 1656">Name</div> <div data-bbox="136 1692 857 1717">Number Street</div> <div data-bbox="136 1753 857 1778">City State ZIP Code</div>	
<div data-bbox="84 1795 126 1831">2.</div> <div data-bbox="136 1852 857 1877">Name</div> <div data-bbox="136 1913 857 1938">Number Street</div> <div data-bbox="136 1974 857 1999">City State ZIP Code</div>	

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Fill in this information to identify your case: Main Document Page 40 of 62

Debtor 1	<u>SORAL 98 LLC</u>		
	First Name	Middle Name	Last Name
Debtor 2 (Spouse, if filing)			
	First Name	Middle Name	Last Name
United States Bankruptcy Court for the <u>Central</u> District of <u>California</u>			
Case number (If known)	<u>9:18-bk-12079-DS</u>		

☐ Check if this is an amended filing

Official Form 106H

Schedule H: Your Codebtors

12/15

Codebtors are people or entities who are also liable for any debts you may have. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, and number the entries in the boxes on the left. Attach the Additional Page to this page. On the top of any Additional Pages, write your name and case number (if known). Answer every question.

1. Do you have any codebtors? (If you are filing a joint case, do not list either spouse as a codebtor.)

☐ No
☒ Yes

2. Within the last 8 years, have you lived in a community property state or territory? (Community property states and territories include Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, and Wisconsin.)

☐ No. Go to line 3.
☐ Yes. Did your spouse, former spouse, or legal equivalent live with you at the time?
☐ No
☐ Yes. In which community state or territory did you live? _____ Fill in the name and current address of that person.

Name of your spouse, former spouse, or legal equivalent

Number

City

State

ZIP Code

3. In Column 1, list all of your codebtors. Do not include your spouse as a codebtor if your spouse is filing with you. List the person shown in line 2 again as a codebtor only if that person is a guarantor or cosigner. Make sure you have listed the creditor on Schedule D (Official Form 106D), Schedule E/F (Official Form 106E/F), or Schedule G (Official Form 106G). Use Schedule D, Schedule E/F, or Schedule G to fill out Column 2.

Column 1: Your codebtor

Column 2: The creditor to whom you owe the debt

Check all schedules that apply:

3.1

Robert D. Hesselbacher

Name

Number Street

City

State

ZIP Code

☐ Schedule D, line _____

☐ Schedule E/F, line _____

☐ Schedule G, line _____

3.2

Walter W. Krauss

Name

Number Street

City

State

ZIP Code

☐ Schedule D, line _____

☐ Schedule E/F, line _____

☐ Schedule G, line _____

3.3

Name

Number Street

City

State

ZIP Code

☐ Schedule D, line _____

☐ Schedule E/F, line _____

☐ Schedule G, line _____

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Form 106H: Your Co-debtors
EF Part 2

Desc

000041

Part 2 Line #	Guarantor	Phone Numbers	Email	Full Name	Address	Account #
------------------	-----------	---------------	-------	-----------	---------	-----------

9	Walter W. Knauss	805.496.9779	walter@knausscpa.com	American Express Platinum	PO Box 3727 Thousand Oaks, CA 91359-0727	
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EXHIBIT “15”

Fill in this information to identify the case:

Debtor 1 SUPER98, LLC

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number 9:18-bk-12079-DS

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Sandra K. McBeth, Chapter 7 Trustee for Walter W. Knauss, Case No. 9:19-bk-12036-DS</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Sandra K. McBeth, Chapter 7 Trustee</u> Name <u>7343 El Camino Real, #185</u> Number Street <u>Atascadero CA 93422</u> City State ZIP Code Contact phone <u>(805) 464-2985</u> Contact email <u>smcbeth@mcbethlegal.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

EXHIBIT "15"

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 1,513,000.00. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Promissory Note

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/20/2020
MM / DD / YYYY

/s/ Timothy J. Yoo

Signature

Print the name of the person who is completing and signing this claim:

Name Timothy J. Yoo
First name Middle name Last name

Title Counsel for Sandra K. McBeth, Chapter 7 Trustee for Walter W. Knauss

Company Levene, Neale, Bender, Yoo & Brill L.L.P.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 10250 Constellation Boulevard, #1700
Number Street

Los Angeles CA 90067
City State ZIP Code

Contact phone 310-229-3362 Email tjy@LNBYB.com

PROMISSORY NOTE

\$1,513,000.00

July 1, 2017
Thousand Oaks CA

FOR VALUE RECEIVED, **SUPER98, LLC**, an California limited liability company ("**Borrower**", "**Maker**"), hereby promises to pay to the order of **WALTER W. KNAUSS** ("**Lender**", "**Holder**"), whose address is 345 Rimrock Road, Thousand Oaks CA 91361, the principal sum of One Million Five Hundred Thirteen Thousand and 00/100 Dollars (\$1,513,000.00) (the "**Loan**") plus all accrued and unpaid interest on the unpaid principal balance of this Note at the rate of **Ten (10%)** percent per annum. Borrower's performance of its obligations under this Promissory Note (the "**Note**") is secured by that certain Guaranty of even date herewith (the "**Guaranty**") made by **ROBERT D. HESSELGESSER, MD** (the "**Guarantor**") (this Note, the Guaranty, and all documents evidencing the Loan shall sometimes be collectively referred to herein as the "**Loan Documents**").

1. Borrower shall make payments of interest due under this Note, if not sooner declared to be due in accordance with the provisions hereof, as follows:

- (a) As of the date of this note **\$468,000.00** of unpaid accrued interest is included in the stated principal amount. All accrued and unpaid interest on the principal balance of this Note outstanding will be paid from time to time, at the rate of Ten (10%) percent per annum, shall be due and payable;

- (b) The unpaid principal balance of this Note, if not sooner paid or declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest thereon and any other amounts due and payable hereunder or under any of the documents evidencing the Loan shall be due and payable in full on the Maturity Date.

- (c) Payment shall be made at such place as the Lender or the legal holder or holders of this Note may from time to time appoint in writing to be paid at the address of the Lender at 345 Rimrock Road, Thousand Oaks, CA 91361.

- (d) The maturity date shall be deemed to mean **June 30, 2018** (the "**Maturity Date**").

- (e) The Maturity Date may be extended to November 1, 2018 (the "**Extension**") but at the option of the lender at an increased rate of rate of Twelve (12%) percent per annum, provided: (a) Borrower provides notice in writing (the "**Extension Notice**") to Lender on or before June 1, 2018 ("**Extension Notice Date**") provided (a) no default or Event of Default exists under this Note or any of the Loan Documents at the time of such notice; (c) no default or Event of Default exists under this Note or any of the Loan Documents at the time of the commencement of the Extension, and (d) Borrower agrees in writing to an increased rate of Twelve (12%) percent per annum if he shall so elect. Otherwise, the rate shall remain at Ten (10%) percent per annum. Failure of Borrower to deliver the Extension Notice before the Extension Notice Date and written agreement to a requested rate increase to Twelve (12%) percent per annum shall be deemed a waiver by Borrower to extend the Maturity Date.

2. Borrower may pre-pay this Note, in whole or in part, at any time or from time to time, without penalty, premium or notice. Unless otherwise required by applicable law, all payments received by Lender hereunder shall be applied first to accrued and unpaid interest, second to expenses, if any, incurred by Lender and reimbursable hereunder, and finally to the principal outstanding. Any prepayment of principal shall be accompanied by payment of accrued interest on such principal to the date of such prepayment.

3. Representations and Warranties. Maker hereby represents and warrants to Payee that this Note has been duly executed and delivered by Maker and constitutes a legal, valid and binding obligation of Maker enforceable against Maker in accordance with its terms, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally;

4. Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Note:

(i) Failure by Borrower to pay within two (2) days of when due, (A) payment of the principal of the Loan, whether at stated maturity, by acceleration or otherwise, (B) any interest payable on the Loan, or (C) any Enforcement Costs (as defined below);

(ii) Failure by Borrower or any guarantor, as applicable, to perform or comply with any covenant or agreement contained in this Note or any other document entered into in connection herewith and such default shall continue uncured for a period of thirty (30) days after receipt by Maker of written notice from Payee to such effect;

(iii) Borrower becomes insolvent or generally fails to pay, or admits in writing its inability or refusal to pay, its debts as they become due; or Borrower's application for, consent to or acquiescence in, the appointment of a trustee in bankruptcy, receiver or other custodian for Borrower or any of its property or assets, or Borrower's making a general assignment for the benefit of its creditors; or, in the absence of such application, consent or acquiescence, a trustee, receiver or other custodian is appointed for Borrower or for a substantial part of his property or assets and such appointment is not discharged within 60 days thereafter; or any bankruptcy, debt arrangement or other case or proceeding under any bankruptcy or insolvency law and, if such case or proceeding is not commenced by Borrower, it is either (A) consented to or acquiesced in by Maker, or (B) remains undismissed for 60 days; and

5. Upon an Event of Default, without demand or notice of any kind and at the sole option of the Lender, the entire unpaid amount of the indebtedness evidenced by this Note shall become immediately due and payable, without presentment, demand, protest, and notice of acceleration, notice of intent to accelerate or other notice of any kind, all of which are hereby expressly waived by Borrower. Upon occurrence of an Event of Default, the Obligations shall thereupon and concurrently therewith become immediately due and payable without any further action by Holder. And, Lender may exercise from time to time, any and all rights and remedies becoming due and payable Lender may exercise any rights and remedies available in law or equity, and to the extent not paid the same shall become part of Obligations available to it under applicable law.

6. Waivers; Amendments. Borrower hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement hereof that no such extension or other indulgence, and no discharge or release of any other party primarily or secondarily liable hereof, shall discharge or otherwise affect the liability of Maker. No delay or omission on the part of holder in exercising any right hereunder shall operate as a waiver of any such right, and the waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. This Note may not be amended or modified without the prior written consent of the Payee.

7. Transfer of Note. Until notified by Lender in writing of the transfer of this Note, Lender shall be entitled to deem Lender or such person who has been so identified by Lender in writing to Borrower as the owner and holder of this Note.

8. Upon an Event of Default, in addition to the interest and delinquency charges, Lender shall be entitled to, at its option and without notice, collect all costs of collection, including, but not limited to, reasonable attorneys' fees and expenses, incurred in connection with the protection or realization of collateral or in connection with any of Lender's collection efforts, whether or not suit on this Note is filed, and all such costs and expenses shall be payable on demand. In addition, during the continuation of any such Event of Default, interest hereunder shall accrue at the lesser of: (a) Eighteen Percent (18%) per annum; and (b) the maximum rate permitted by law (the "**Default Interest Rate**"), and such interest shall be due and payable, on demand, at such rate until the Event of Default has been waived by Lender or the entire outstanding balance due under this Note is paid to Lender, whether or not any action shall have been taken or proceeding commenced to recover the same or to exercise rights under this Note. Nothing herein shall constitute an extension of the time of payment of the indebtedness hereunder. Failure to exercise such option or any other right to which Lender may be entitled shall not constitute a waiver of the right to exercise such option or any other right in the event of any subsequent default by Borrower.

9. If Borrower fails to pay any amount of principal or interest on this Note for five (5) days after such payment becomes due, whether by acceleration or otherwise, Lender may, at its option, whether immediately or at the time of final payment of the amounts evidenced by this Note impose a delinquency or "late" charge equal to Five Percent (5%) of the amount of such past due payment notwithstanding the date on which such payment is actually paid in full. Borrower agrees that any such delinquency charges shall not be deemed to be additional interest or penalty, but shall be deemed to be liquidated damages because of the difficulty in computing the actual amount of damages in advance.

10. Notwithstanding anything to the contrary contained herein, the total amount of interest and other charges payable by Borrower hereunder shall not exceed the maximum rate of interest which may be charged under the laws of the State of California.

11. Lender's remedies under this Note shall be cumulative and concurrent and may be pursued singularly, successively or together against Borrower, and Lender may resort to every other right or remedy available at law or in equity without first exhausting the rights and remedies contained herein, all in Lender's sole discretion. Further, no amendment, modification, or waiver of, or consent with respect to any provision of this Note shall be effective unless the same shall be in writing and signed and delivered by Lender.

12. The unenforceability or invalidity of any provision or provisions of this Note shall not affect any other provision or provisions hereof, and this Note shall be construed as if such unenforceable or invalid provision or provisions had never been incorporated herein.

13. Full Recourse. Borrower acknowledges that the obligations of Maker to Holder under or in connection with this Note are full recourse to Borrower.

BORROWER AND LENDER EACH HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS NOTE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ANY LITIGATION OR OTHER COURT PROCEEDING WITH RESPECT TO ANY MATTER ARISING FROM OR IN CONNECTION WITH THIS NOTE SHALL BE CONDUCTED IN THE SUPERIOR COURT OF VENTURA COUNTY, CALIFORNIA, AND BORROWER HEREBY SUBMITS TO THE JURISDICTION OF SUCH COURT AND CONSENTS TO VENUE IN SUCH COURT, AND WAIVES ANY DEFENSE BASED ON FORUM NON-CONVENIENS.

The place of negotiation, delivery, and payment of this Note being the State of California, this Note shall be governed by and construed in accordance with the internal laws of the State of California, without regard to principles of conflicts of laws.

Borrower, on behalf of itself and all others who are now or may become liable for all or any part of the obligations of Borrower hereunder (collectively, the “Obligors”), agrees to be jointly and severally bound hereby and jointly and severally: (a) waives and renounces any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced hereby or by an extension or renewal hereof; (b) waives presentment and demand for payment, notices of nonpayment and dishonor, protest of dishonor, and notice of protest; (c) waives all notices in connection with the delivery and acceptance hereof and all notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (d) waives any and all lack of diligence and delays in the enforcement of the payment hereof; (e) agrees that the liability of each of the Obligors shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by Lender with respect hereto; (f) consents to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment hereof; and (g) consents to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agrees that the addition of any such obligors or security shall not affect the liability of the Obligors for the payment hereof.

[SIGNATURE ON FOLLOWING PAGE]


IN WITNESS WHEREOF, Borrower has executed this Note as of the day and year first written above.

BORROWER:

SUPER98, LLC, a California limited liability company

By: 
Name: ROBERT D. HESSELGESSER
Its: President

LENDER:

: 
Name: WALTER W. KNAUSS

GUARANTY

RECITALS:

A. The undersigned, ROBERT D. HESSELGESSER, (hereinafter called the "**Guarantor**") will be benefitted by the proceeds of the loan described herein.

B. Guarantor owns an interest in Super98, LLC, a California limited liability company ("**Borrower**").

C. Borrower is the maker of a certain Promissory Note described as follows:

DATE: **July 1, 2017**

PRINCIPAL AMOUNT: **\$1,513,000.00**

INTEREST RATE: **10 %**

MATURITY DATE: **June 30, 2018** or if extended under the terms of the Note executed in favor of Lender on July 1, 2017, the MATURITY DATE then shall be November 1, 2018.

LENDER: **Walter W. Knauss** ("LENDER")

D. It will be of substantial economic benefit to the Guarantor to cause Borrower to execute the Promissory Note and borrow the aggregate principal sum of **\$1,513,000.00** from the Lender, and the Lender, as a condition of such loan has required this Guaranty.

NOW THEREFORE, in consideration of the premises and of \$10.00 in hand paid by Borrower to the Guarantor, and for other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, and in order to induce any person or persons who may be and become the holder of the Promissory Note evidencing the loan, to accept the same, the Guarantor hereby agrees with the Lender as follows:

I. The Guarantor hereby guarantees, for the pro rata benefit of each and every present and future holder or holders of the Promissory Note evidencing the loan (all hereinafter call the "**Obligees**"), the full and prompt payment to the Obligees at maturity (whether at the stated maturities is thereof, or by acceleration or otherwise) of the indebtedness of Borrower evidenced by the Promissory Note, representing the loan, and the full and prompt performance and observance of all of the warranties, covenants and agreements provided by this Guaranty dated July 1, 2017, (the "**Guaranty Agreement**") executed by Guarantor and delivered by it to the Lender to secure payment of the Promissory Note and other Loan Documents specified therein, to be performed and observed by the parties who executed said documents (all of which indebtedness, covenants, obligations and liabilities being herein called the "**Indebtedness Hereby Guaranteed**"), and to this end, the Guarantor covenants and agrees to take all such actions necessary to enable the parties who executed said documents to observe and perform and to refrain from taking any action which would prevent the parties who executed said documents from observing and performing each and every such warranty, covenant and agreement.

2. This Guaranty shall be a continuing Guaranty, shall be binding upon the Guarantor and

upon his/her respective heirs, administrators, successors, legal representatives and assigns, and shall remain in full force and effect, and shall not be discharged, impaired or affected by (a) the existence or continuance of any obligation on the part of Borrower on or with respect to the Indebtedness Hereby Guaranteed, or under the Security Agreement; (b) the power or authority of Borrower to execute, acknowledge or deliver the Promissory Note; (c) the validity or invalidity of the Promissory Note and other Loan Documents specified therein; (d) any defense whatsoever that the Borrower may or may not have to the payment of the Indebtedness Hereby Guaranteed or to the performance or observance of any of the terms, provisions, covenants and agreements contained in the Promissory Note and other Loan Documents specified therein; (e) any limitation or exculpation of liability on the part of any trust executing the Promissory Note and other Loan Documents specified therein; (f) the existence or continuance of Borrower as a legal entity; (g) the transfer by Borrower of all or any part of the premises referred to in the Promissory Note and other Loan Documents specified therein, to any other corporation, limited liability company, person or entity; (h) any sale, pledge, surrender, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of the Indebtedness Hereby Guaranteed, or any of the obligations of Borrower under the Promissory Note and other Loan Documents specified therein, all of which the Lender is hereby expressly authorized to make from time to time without notice to the Guarantor or to anyone; (i) the acceptance of the Lender, or any of them, of any security for, or Guarantor upon, all or any part of the Indebtedness Hereby Guaranteed; (j) any failure, neglect or omission on the part of the Lender, or any of them, to realize or protect any of the Indebtedness Hereby Guaranteed, or any collateral or security therefore, or to exercise any lien upon or right of appropriation of any moneys, credits or property of Borrower toward the liquidation of the Indebtedness Hereby Guaranteed, or by any application of payment or credits thereof; or (k) any defense (other than the payment of the Indebtedness Hereby Guaranteed in accordance with its terms) that the Guarantor may or might have to their undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by the Guarantor. It is understood and agreed that this Guaranty and the undertakings, liabilities and obligations of the Guarantor hereunder, shall not be affected, discharged, impaired or varied by any act, omission or circumstances whatsoever (whether or not specifically enumerated above) except that due and punctual payment of the Indebtedness Hereby Guaranteed and then only to the extent thereof.

The Lender shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Indebtedness Hereby Guaranteed, or any part thereof. In order to hold the Guarantor liable hereunder, there shall be no obligation on the part of Lender, or anyone, at any time, to proceed against Borrower, its properties or estates, or to proceed against any other Guarantor, or to resort to any collateral, security, property, liens or other rights or remedies whatsoever.

3. The death of any Guarantor shall not terminate this Guaranty as to such deceased Guarantor's estate.

4. The Lender shall have the right, at its option and without notice, to enforce this Guaranty against the Guarantor, or any of them, for and to the full amount of the Indebtedness Hereby Guaranteed, with or without enforcing or attempting to enforce this Guaranty against any other Guarantor, or any security for the obligation of any of them and whether or not other proceedings or steps are pending, or have been taken, or have been concluded to enforce or otherwise realize upon the obligation or the security of Borrower any other Guarantor, and Lender shall be entitled to collect from Guarantor all costs of collection, including, but not limited to, reasonable attorneys' fees and expenses, incurred in connection with any of Lender's collection efforts, whether or not suit is filed, and all such costs and expenses shall be payable on demand. The payment of any amount or amounts by any Guarantors, pursuant to their obligations hereunder, shall not in any way, entitle such Guarantors, either by law, in equity or otherwise to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the Indebtedness Hereby Guaranteed, or any principal or interest

payments theretofore, then or thereafter at any time made by Borrower on the Indebtedness Hereby Guaranteed, or made by anyone on behalf of Borrower in and to any security therefor, unless and until the full amount of the Indebtedness Hereby Guaranteed has been fully paid.

5. Permitted Actions of Lender. Lender may from time to time, in its sole discretion and without notice to Guarantor, take any or all of the following actions:

Retain or obtain a security interest in any assets of the Borrower or any third party to secure any of the Obligations;

Retain or obtain the primary or secondary obligation of any obligor or obligors, in addition to Guarantor, with respect to any of the Obligations;

Extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the Obligations;

Waive, ignore or forbear from taking action or otherwise exercising any of its default rights or remedies with respect to any default by the Borrower under the Note;

Release, waive or compromise any obligation of Guarantor hereunder or any obligation of any nature of any other obligor primarily or secondarily obligated with respect to any of the Obligations;

Release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any collateral now or hereafter securing any of the Obligations or any obligation hereunder, or extend or renew for one or more periods (whether or not longer than the original period) or release, waive, compromise, alter or exchange any obligations of any nature of any obligor with respect to any such property; and

Demand payment or performance of any of the Obligations from Guarantor at any time or from time to time, whether or not the Lender shall have exercised any of its rights or remedies with respect to any of the Obligations or any obligation hereunder.

6. Specific Waivers. Without limiting the generality of any other provision of this Agreement, Guarantor hereby expressly waives:

Notice of the acceptance of this Agreement;

Notice of the existence, creation, payment, nonpayment, performance or nonperformance of all or any of the Obligations;

Presentment, demand, notice of dishonor, protest, notice of protest and all other notices whatsoever with respect to the payment or performance of the Obligations or the amount thereof or any payment or performance by Guarantor hereunder;

All diligence in collection or protection of or realization upon the Obligations or any thereof, any obligation hereunder or any security for or guaranty of any of the foregoing;

Any right to direct or affect the manner or timing of the Lender's enforcement of its rights or remedies;

Any and all defenses which would otherwise arise upon the taking of any action by the Lender permitted hereunder;

Any defense, right of set-off, claim or counterclaim whatsoever and any and all other rights, benefits, protections and other defenses available to Guarantor now or at any time hereafter; and

All other principles or provisions of law, if any, that conflict with the terms of this Agreement, including, without limitation, the effect of any circumstances that may or might constitute a legal or equitable discharge of a guarantor or surety.

7. Subrogation. Until all the Obligations have been paid in full in cash, Guarantor will not exercise any rights which Guarantor may acquire by way of subrogation under this Agreement, by any payment hereunder or otherwise.

8. Representations and Warranties. Guarantor represents and warrants to Lender that:

This Agreement has been duly authorized, executed and delivered by Guarantor and constitutes a legal, valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, except to the extent enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally;

9. Covenants. Guarantor hereby further covenants and agrees that until the payment in full in cash of all Obligations that:

10. Waivers; Amendments. Guarantor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance, default or enforcement hereof that no such extension or other indulgence, , and no discharge or release of any other party primarily or secondarily liable hereof, shall discharge or otherwise affect the liability of Guarantor. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of any such right, and the waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. This Agreement may not be amended or modified without the prior written consent of the Lender.

11. Notices. Every notice or other communication required or desired to be given hereunder shall be in writing and shall be delivered either by personal delivery, a nationally recognized courier service, postage-prepaid certified or registered mail, return receipt requested, or facsimile transmission with acknowledgment of receipt, addressed to the party to whom intended at the address set forth on the signature page attached to this Agreement or at such other address as the intended recipient previously shall have designated by written notice. Notice by courier or certified or registered mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or similar acknowledgment, or the date of attempted delivery where delivery is refused by the intended recipient or delivery fails by reasons of change of address for which no notice was previously afforded to the sender. All notices and communications delivered in person shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date of personal delivery. Any notice transmitted by facsimile transmission shall be deemed to

have been delivered to and received by the addressee, and shall be effective, on the date the said notice is actually received by the recipient; provided, however, notice received on a non-business day or after business hours (i.e., 5:00 pm of the recipient's time) shall be deemed to have been given on the next business day.

12. Governing Law. This Agreement shall be governed and construed and the rights and liabilities of the parties hereto shall be determined in accordance with the internal laws of the State of California, without regard to the conflict of laws principles thereof that would result in the application of any law other than the law of the State of California (other than any mandatory provisions of the Uniform Commercial Code relating to the law governing perfection and the effect of perfection of the security interest).

13. Assignment. Neither this Agreement nor any obligations or duties hereunder may be sold, assigned or delegated by the Guarantor without the prior written consent of the Lender.

14. Waiver of Jury Trial. **GUARANTOR HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

Expenses. Guarantor agrees to pay all costs incurred by Lender in collecting any payment due under this Agreement upon demand, including, but not limited to, reasonable attorneys' fees.

Termination. This Agreement shall automatically terminate upon payment in full in cash of the Obligations.

Severability. If for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or effect those portions of this Agreement which are valid.

Section Titles. The Section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

Counterparts. This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement.

15. No release or discharge of any Guarantor shall release or discharge any other or subsequent Guarantor, if any, unless and until all of the Indebtedness Hereby Guaranteed shall have been fully paid and discharged.

16. No act of commission or omission of any kind, or at any time, on the part of Lender in respect to any matter whatsoever, shall in any way affect or impair this Guaranty.

17. All diligence in collection or protection, and all presentment, demand, protest and/or notice as to the Guarantor, of dishonor and of default, and of non-payment, and of the creation and existence of any

and all of the Indebtedness Hereby Guaranteed, and of any security and collateral therefor, and of the acceptance of this Guaranty, and of any and all extensions of credit and indulgence hereunder, are expressly waived by the Guarantor.

18. Lender may, without any notice whatsoever to anyone, sell, assign or transfer all or any part of the Indebtedness Hereby Guaranteed, or grant participation in the Indebtedness Hereby Guaranteed, and in any and every such event, each and every immediate and successive assignee, transferee, holder of, or participant in all or any part of the Indebtedness Hereby Guaranteed shall have the right to enforce this Guaranty by suit or otherwise, for the benefit of such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits.

19. This Guaranty, and each and every part hereof, shall be binding upon the Guarantor and upon their respective heirs, administrators, legal representatives, successors and assigns, and shall inure to the pro rata benefit of each and every future holder of the Promissory Note evidencing Indebtedness Hereby Guaranteed.

20. The delivery of the Promissory Note evidencing the indebtedness of the loan for value to any person shall without more, constitute conclusive evidence of the acceptance hereof and of the reliance hereon, from time to time, by each and every holder of such Promissory Note evidencing the Indebtedness Hereby Guaranteed or of any interest therein.

21. Notwithstanding anything to the contrary herein contained, this Guaranty shall be read, and is to be construed as being given in addition to (and is not intended to supplant, supersede, be in lieu of, or replace) any now existing or hereafter arising Guaranty by the Guarantor, of any liabilities of Borrower or any party who has executed any document, evidencing any other loan to the Lender, guaranteed by the Guarantor, or any of them.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the day and year first written above.

GUARANTOR:


Robert D. Hesselgesser

1731 Schoolhouse Circle
Westlake Village CA 91362

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067-6006.

A true and correct copy of the foregoing document entitled (*specify*): TRUSTEE'S NOTICE OF OBJECTION AND OBJECTION TO PROOF OF CLAIM NO. 15 FILED BY SANDRA K. MCBETH, TRUSTEE; MEMORANDUM OF POINTS AND AUTHORITIES, REQUEST FOR JUDICIAL NOTICE AND DECLARATIONS OF ERIC P. ISRAEL AND JERRY NAMBA IN SUPPORT THEREOF will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On January 13, 2023 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL: On January 13, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by causing to be placed a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page.

3. SERVED BY EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) January 13, 2023, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Attorney for Claimant:
Timothy J Yoo
Email: tjy@lnbyb.com

Attorney for Claimant:
Carmela Pagay
Email: ctp@lnbyg.com

☐ Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

January 13, 2023

Date

Vivian Servin

Printed Name

/s/ Vivian Servin

Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)

Michael G D'Alba on behalf of Plaintiff Jerry Namba, Chapter 7 Trustee
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Beth Gaschen on behalf of Interested Party Interested Party
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Eric P Israel on behalf of Plaintiff Jerry Namba, Chapter 7 Trustee
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Tobias S Keller on behalf of Defendant Security Finance 1 LLC, a Delaware limited liability company
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Jerry Namba (TR)

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Uzzi O Raanan, ESQ on behalf of Trustee Jerry Namba (TR)

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Todd C. Ringstad on behalf of Creditor Martin Logies

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Todd C. Ringstad on behalf of Defendant The Cardinal Collection Educational Foundation, a California non-profit public benefit corporation

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Todd C. Ringstad on behalf of Defendant John Skirtich, an individual

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Todd C. Ringstad on behalf of Defendant Martin Logies, an individual

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Todd C. Ringstad on behalf of Interested Party Courtesy NEF

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Todd C. Ringstad on behalf of Interested Party INTERESTED PARTY

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Todd C. Ringstad on behalf of Interested Party Interested Party

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Kenneth John Shaffer on behalf of Defendant Quinn Emanuel Urquhart & Sullivan, LLP
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Dara L Silveira on behalf of Defendant Bentham IMF 1 LLC, a Delaware limited liability company
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Dara L Silveira on behalf of Defendant Security Finance 1 LLC, a Delaware limited liability company
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Kevin M. Sullivan on behalf of Debtor Super98, LLC

Kevin M. Sullivan on behalf of Interested Party Barbara J Roberts

Michael A Sweet on behalf of Defendant Laurence H. Levine, an individual
msweet@foxrothschild.com, swillis@foxrothschild.com;pbasa@foxrothschild.com

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John N Tedford, IV on behalf of Trustee Jerry Namba (TR)
jtedford@DanningGill.com, danninggill@gmail.com;jtedford@ecf.courtdrive.com

United States Trustee (ND) ustpreion16.nd.ecf@usdoj.gov

Timothy J Yoo on behalf of Attorney Courtesy NEF tjy@lnbyb.com

2. SERVED BY U.S. MAIL

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Thousand Oaks, CA 91361

Atty. for Debtor
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San Francisco, CA 94104

Kevin M. Sullivan
Law Office of Kevin M. Sullivan
490 Post Street #452
San Francisco, CA 94102

Claimant:
Sandra K. McBeth (Chapter 7 Trustee
for Walter W. Knauss)
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Atascadero, CA 93422

Attorney for Claimant:
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Attorney for Claimant:
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Levene Neale Bender Yoo & Golubchik
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